

VIA FACSIMILE NO. (703) 872-9318

PATENT
DON01 P-927

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Examiner : Thomas M. Sember
Applicant : Todd W. Pastrick
Serial No. : 09/967,236
Group : 2875
Filed : September 28, 2001
For : VEHICLE EXTERIOR MIRROR SYSTEM WITH
TURN SIGNAL LIGHT ASSEMBLY

RECEIVED
CENTRAL FAX CENTER

MAY 1 2004

Commissioner for Patents
P.O. Box 1450
Alexandria VA 22313-1450

OFFICIAL

Dear Sir:

CERTIFICATE OF FACSIMILE TRANSMISSION

I certify that the following papers are being facsimile transmitted to the Patent
and Trademark Office on the date shown below:

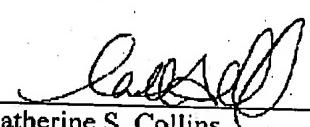
Terminal Disclaimer with copy of Assignment; and

Response to Notice of Non-Compliance Amendment.

YOU SHOULD RECEIVE A TOTAL OF 27 PAGES

INCLUDING THIS TRANSMITTAL.

Dated: May 17, 2004.


Catherine S. Collins
Van Dyke, Gardner, Linn & Burkhart, LLP
P.O. Box 888695
Grand Rapids, MI 49588-8695
(616) 975-5500

CSC:lmsc
Enclosures

MAY-18-2004 16:47 FROM:

6169755505.

TO:USPTO

RECEIVED
CENTRAL FAX CENTER

MAY 18 2004

OFFICIAL

PATENT
DON01 P-927

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Examiner : Thomas M. Sember
Applicant : Todd W. Pastrick
Serial No. : 09/967,236
Filed : September 28, 2001
For : VEHICLE EXTERIOR MIRROR SYSTEM WITH
TURN SIGNAL LIGHT ASSEMBLY

Commissioner for Patents
Washington, D.C. 20231

Dear Sir:

TERMINAL DISCLAIMER TO OBLVIA TE A DOUBLE PATENTING
REJECTION [37 C.F.R. 1.321(b)]

The undersigned Disclaimant, Niall R. Lynam, is Senior Vice President and Chief Technical Officer of the Assignee and represents that he is empowered to act on behalf of the Assignee identified below.

The Assignee of record, Donnelly Corporation, 414 East Fortieth Street, Holland, Michigan 49423, is the Assignee and owner of the entire right, title and interest in and to the above-identified application and invention. This application is a continuation of prior application Serial No. 09/596,015, filed on June 16, 2000, now U.S. Pat. No. 6,296,379, which is a continuation of Serial No. 09/259,815, filed on February 26, 1999, now U.S. Pat. No. 6,086,229, which is a continuation of Serial No. 08/933,375, filed on September 19, 1997, now U.S. Pat. No. 5,879,074, which is a continuation of application Serial No. 08/607,284, filed on February 26, 1996, now U.S. Pat. No. 5,669,704, which is a continuation of application Serial No. 08/426,591, filed on April 21, 1995, now U.S. Pat. No. 5,497,306, which is a continuation-in-part of application Serial No. 08/333,412, filed on November 2, 1994, now U.S. Pat. No. 5,497,305, which is a continuation of application Serial No. 08/011,947, filed on February 1, 1993, now U.S. Pat. No. 5,371,659. The Assignment to Petitioner was recorded on April 21, 1995, at Reel 7474, Frame 0704. A copy of the Assignment is attached.

The Disclaimant states that the evidentiary document, namely the Assignment, has been reviewed, and Disclaimant hereby certifies that, to the best of his knowledge and belief, title is in the Assignee seeking to take the below action.

Applicant : Todd W. Pastrick
Serial No. : 09/967,236
Page : 2

Assignee, Donnelly Corporation, hereby disclaims, except as provided below, the terminal part of any patent granted on the above-identified application, which would extend beyond the expiration of the full statutory term, as presently shortened by any terminal disclaimer, of U.S. Pat. No. 6,296,379, which issued on October 2, 2001; U.S. Pat. No. 6,299,333, which issued on October 9, 2001; U.S. Pat. No. 6,176,602, which issued on January 23, 2001; U.S. Pat. No. 5,879,074, which issued on March 9, 1999; U.S. Pat. No. 6,086,229, which issued on July 11, 2000; U.S. Pat. No. 6,074,077, which issued on June 13, 2000; U.S. Pat. No. 5,497,306, which issued on March 5, 1996; and U.S. Pat. No. 5,669,705, which issued on September 23, 1997, and hereby agrees that any patent so granted on the above-identified application shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to U.S. Pat. No. 6,296,379, which issued on October 2, 2001; U.S. Pat. No. 6,299,333, which issued on October 9, 2001; U.S. Pat. No. 6,176,602, which issued on January 23, 2001; U.S. Pat. No. 5,879,074, which issued on March 9, 1999; U.S. Pat. No. 6,086,229, which issued on July 11, 2000; U.S. Pat. No. 6,074,077, which issued on June 13, 2000; U.S. Pat. No. 5,497,306, which issued on March 5, 1996; and U.S. Pat. No. 5,669,705, which issued on September 23, 1997, this agreement to run with any patent on the above-identified application and to be binding upon the grantor, its successors or assignees.

Petitioner does not disclaim any part of any patent granted on the above-identified application prior to the expiration date of the full statutory term of U.S. Pat. No. 6,296,379, which issued on October 2, 2001; U.S. Pat. No. 6,299,333, which issued on October 9, 2001; U.S. Pat. No. 6,176,602, which issued on January 23, 2001; U.S. Pat. No. 5,879,074, which issued on March 9, 1999; U.S. Pat. No. 6,086,229, which issued on July 11, 2000; U.S. Pat. No. 6,074,077, which issued on June 13, 2000; U.S. Pat. No. 5,497,306, which issued on March 5, 1996; and U.S. Pat. No. 5,669,705, which issued on September 23, 1997, in the event that it later: 1) expires for failure to pay a maintenance fee; 2) is held unenforceable or found invalid by a court of competent jurisdiction; 3) is statutorily disclaimed in whole or is found terminally disclaimed under 37 C.F.R. 1.321(a); 4) has all claims canceled by a re-examination certificate; 5) is reissued; or 6) is otherwise terminated.

Applicant : Todd W. Pastrick
Serial No. : 09/967,236
Page : 3

prior to expiration of its statutory term as presently shortened by any terminal disclaimer, except for the separation of legal title stated above.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further, that the statements are made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment or both, as set under Section 1001, Title 18, of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

DONNELLY CORPORATION

Date: Jan 24, 2003.

By: Niall R. Lynam
Dr. Niall R. Lynam
Senior Vice President and
Chief Technical Officer

ASSIGNMENT

WHEREAS, Todd W. Patrick, residing at 15000 - 152nd Avenue, Grand Haven, Michigan 49417 (hereinafter referred to as Assignor), has invented certain new and useful improvements in EXTERIOR VEHICLE SECURITY LIGHT for which an application for United States Letters Patent was executed on even date herewith.

WHEREAS, Donnelly Corporation, a corporation of the State of Michigan, having a place of business at 4114 East Fortzich Street, Holland, Michigan 49424 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title, and interest in and to said invention and in and to any Letters Patent that may be granted therefor in the United States and in any and all foreign countries.

NOW, THEREFORE, in consideration of the sum of one dollar (\$1.00), the receipt of which is hereby acknowledged, and for other good and valuable considerations, Assignor hereby sells, assigns and transfers unto said Assignee the full and exclusive right, title and interest in the said invention in the United States and in all foreign countries and the entire right, title and interest in and to any and all Letters Patent which may be granted therefor in the United States and in any and all foreign countries and in and to any and all divisions, reissues, continuations, continuations-in-part, and extensions thereof including the full right to claim for any such applications the benefits of the International Convention.

Assignor hereby authorizes and requests the Patent Office Officials in the United States and in any and all foreign countries to issue any and all of said Letters Patent, when granted, to said Assignee as the owner of the entire right, title and interest in and to the same, for the sole use and behalf of said Assignee, its successors and assigns.

FURTHER, Assignor agrees to communicate to said Assignee or its representatives any facts known to Assignor respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuation, continuation-in-part, subdivision, renewal, and reissue applications, execute all necessary assignment papers to cause any and all of said Letters Patent to be issued to said Assignee, make all rightful oaths and generally do everything possible to aid said Assignee, its successors and assigns, to obtain and enforce proper protection for said invention in the United States and in any and all foreign countries.

IN TESTIMONY WHEREOF, I have hereunto set my hand on the date appearing next to my signature.

Witness:

Inventor:

Date:

Todd W. Patrick

Todd W. Patrick

4-21-95

BEST AVAILABLE COPY